

**FILED: 3/5/12**

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA  
WESTERN DIVISION

CENGAGE LEARNING, INC., a Delaware corporation; JOHN WILEY & SONS, INC., a New York corporation; THE MCGRAW-HILL COMPANIES, INC., New York Corporation; and PEARSON EDUCATION, INC., a Delaware corporation,

Plaintiffs,

v.

ROLAND E. LAU a/k/a ROLAND E. CHIN, an individual; QIAN WANG, an individual; AIM DISCOVERY, INC., a California corporation; KENTWOOD INDUSTRIES, INC., a California corporation; and DOES 1-10,

Defendants.

Case No.: 2:11-CV-3738 GHK (PJWx)

Honorable George H. King

**[PROPOSED] STIPULATED  
JUDGMENT AND PERMANENT  
INJUNCTION AGAINST ROLAND  
LAU AND KENTWOOD  
INDUSTRIES, INC.**

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**[PROPOSED] STIPULATED JUDGMENT AND PERMANENT INJUNCTION**

1 Pursuant to the stipulation of the parties, it is hereby ORDERED, ADJUDGED,  
2 AND DECREED AS FOLLOWS:

3 1. Judgment shall be entered in Plaintiffs' favor against Defendants Roland  
4 Lau and Kentwood Industries, Inc.

5 2. Defendants Roland Lau and Kentwood Industries, Inc. are liable to  
6 Plaintiffs in the amount of one million four hundred thousand dollars (\$1,400,000).

7 3. The monetary portion of this Judgment will be satisfied in full when  
8 eBay, Inc. has paid to the Publishers, their legal counsel or their designated  
9 representative the full amount of any and all amounts eBay, Inc. holds in accounts in  
10 which Defendants have an interest ("eBay Funds"), including funds held for the seller  
11 "nicebookseller", as well as funds held for the seller, "cx09j", and when Defendants  
12 Roland Lau and Kentwood Industries, Inc. have paid directly to the Publishers, their  
13 legal counsel or their designated representative the amount of \$100,000 from a source  
14 other than the "eBay Funds."

15 4. Defendants Roland Lau and Kentwood Industries, Inc. are ordered to  
16 provide and shall provide upon the request of Publishers, their legal counsel or their  
17 designated representative any other authorizations, assignments, consents, waivers,  
18 statements, or documents that may be necessary or useful in order to accomplish the  
19 payment of the "eBay Funds" to Publishers.

20 5. Any and all "eBay Funds" shall be paid to Publishers, their legal counsel  
21 or their designated representative.

22 6. Lau and Kentwood shall immediately and permanently cease and desist  
23 from infringing Plaintiffs' copyrighted works or trademarks. This shall include,  
24 without limitation, engaging in any of the following without appropriate written  
25 authority or license from the appropriate Plaintiff for the specific uses at issue:

26 a. copying, reproducing, downloading, distributing, publicly  
27 displaying, or creating derivative works from any of the Plaintiffs' copyrighted works  
28 or trademarks; and

1           b.     assisting, soliciting, encouraging, authorizing, or inducing anyone  
2 to engage in any of the conduct prohibited by the foregoing subsection (a), or  
3 otherwise profiting or benefiting from any such activity.

4           7.     Each side is to bear its own costs and attorneys' fees.

5           8.     Nothing in this Order or the Settlement Agreement prevents Plaintiffs  
6 from continuing the instant litigation presently proceeding in this Court against  
7 Defendants Qian, AIM Discovery, or Does 1-10.

8  
9 DATED: 3/2/12

10 By: \_\_\_\_\_

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12                   HON. GEORGE H. KING  
13                   UNITED STATES DISTRICT JUDGE  
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